

AGREEMENT BETWEEN
THE UNIVERSITY OF WASHINGTON
AND
EVERETT FIRE DEPARTMENT

This Agreement, effective as of September 27, 2017, is entered into by and between the University of Washington ("UW"), a state institution of higher education, on behalf of its School of Medicine ("School") located at Seattle, Washington, and Everett Fire Department ("Fire Department"), located at Everett, Washington. School, Harborview Medical Center and UW Medical Center are among the component entities of UW Medicine, whose mission is to improve the health of the public by advancing medical knowledge, preparing the next generation of physicians, scientists and other healthcare professionals, and providing outstanding clinical care. The purpose of this Agreement is for UW to provide Paramedic Training for Fire Department's designated employees ("Paramedic Students").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS
CONTAINED HEREIN, UW AND FIRE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. UW and Fire Department agree that upon execution of this Agreement and within the scope of its provisions, UW may develop letter agreements with Fire Department to formalize operational details of the Paramedic Training Program for Fire Department's Paramedic Students. Letter agreements will be considered to be attachments to this Agreement, and will be binding when signed by authorized representatives of each Party.
2. UW and Fire Department will instruct their respective faculty, staff, and Paramedic Students participating in the Paramedic Training Program to maintain confidentiality of Paramedic Student and patient information as required by law and by the policies and procedures of UW and Fire Department.
3. There will be no unlawful discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will UW or Fire Department engage in such discrimination in their employment or personnel policies.
4. Fire Department and UW acknowledge that the Medic One Foundation provides funding for Paramedic Students' tuition costs for the Paramedic Training Program. UW may charge nominal fees for incidental expenses per Paramedic Student/per Paramedic Training Program session, following discussion between the Parties.

FIRE DEPARTMENT RESPONSIBILITIES

5. Fire Department will designate an appropriately qualified person to coordinate and act as the Liaison with UW. Fire Department will notify UW in writing of any change in Liaison. Liaison will meet with the UW Educational Supervisor described in Paragraph 15 below at the beginning and end of Program sessions to discuss and evaluate the Paramedic Training Program. These meetings will take place in person if practicable, otherwise by telephone conference.
6. Fire Department will provide the names for all Paramedic Students to be enrolled in the Paramedic Training Program at least six weeks before the beginning date of the relevant Program session. Fire Department is responsible for supplying any additional information required by UW prior to the arrival of Paramedic Students. Fire Department will immediately notify UW in writing of any change or proposed change in a Paramedic Student's status.
7. Fire Department will designate as Paramedic Students only those employees who have current Washington State EMT-B status (through June 30 of the following year), HIPAA training, and who meet all applicable UW entrance requirements.
8. Fire Department will ensure evaluation of Paramedic Students' immune status with regard to current CDC and OSHA standards for healthcare personnel, upon program entry and again each time standards are changed or updated. Fire Department will also ensure students receive initial and annual tuberculosis screening according to current CDC and OSHA guidelines. Fire Department will provide information to UW regarding Paramedic Student status concerning the above requirements prior to enrollment in the Paramedic Training Program.
9. Fire Department agrees to request a Child Adult Abuse Law and criminal background check (CAAL check) through the Washington State Patrol pursuant to RCW 43.43.830-.842. Fire Department agrees to provide UW with a copy of the check result pertaining to each Paramedic Student considered for placement at the UW. Fire Department acknowledges that placement of each Paramedic Student at the UW is contingent upon provision of information dated less than two years prior to the commencement of the Paramedic Training Program.
10. Fire Department will be responsible for each Paramedic Student's Worker's Compensation while on duty at UW and his or her health insurance coverage during participation in the Paramedic Training Program.
11. Fire Department will comply with and ensure to the extent possible that Paramedic Students comply with the policies and procedures established by UW. Fire Department will notify each Paramedic Student of his or her status and responsibilities pursuant to this Agreement.

UW'S RESPONSIBILITIES

12. UW will be responsible for planning, instruction, and administration of the Paramedic Training Program, and will provide Paramedic Students with a desirable Paramedic Training experience within the scope of this Agreement. The program is intended to allow

Paramedic Students to meet the educational requirements for paramedic certification with the Washington Department of Health pursuant to RCW 18.71.205 and WAC Chapter 246-976.

13. UW will evaluate Paramedic Student progress as part of the Paramedic Training Program. UW will submit required reports on each Paramedic Student's performance to Fire Department on forms provided by Fire Department.
14. UW will have the final responsibility for grading Paramedic Students.
15. UW will designate one person as the Educational Supervisor, who will maintain contact with the Fire Department-designated Liaison to assure mutual participation in and review of the Paramedic Training Program and Paramedic Student progress. UW will notify Fire Department of any change in the Educational Supervisor.
16. The Paramedic Training Program will include, as applicable, clinical educational experiences in UW Medicine health care facilities. UW will designate appropriately qualified Preceptors as applicable, to be responsible for supervision of Paramedic Students during the clinical educational experience portions of the Paramedic Training Program.
17. UW will provide Paramedic Students with access to sources of information necessary for the Paramedic Training Program, within UW policies and procedures and commensurate with patients' rights, including library resources and reference materials.
18. UW will make available to Paramedic Students basic supplies and equipment necessary for the Paramedic Training Program and related care of patients. Within the limitation of facilities, UW will make available office and conference space for Paramedic Students and, as needed, the Fire Department School Liaison.
19. UW retains full responsibility for the care of its UW Medicine patients and for related billing, and will maintain the quality of patient care without relying on the Paramedic Students' clinical training activities for staffing purposes.
20. UW has the right to take immediate temporary action to maintain its operation free from disruption and to ensure quality of patient care, including the right to terminate access to its UW Medicine health care facilities or participation in the Paramedic Training Program by a particular Paramedic Student. As soon as reasonable possible thereafter, the UW Educational Supervisor will notify Fire Department of the action taken. All final resolutions of the Paramedic Student's academic status in such situations will be made solely by UW, and all final resolutions of the Paramedic Student's employment status in such situations will be made solely by Fire Department.
21. On any day when a Paramedic Student is participating in the Paramedic Training Program at its facilities, UW will provide to such Paramedic Student necessary emergency health care or first aid for accidents occurring in its facilities. The Paramedic Student will be responsible for the costs of all care. Except as provided in this agreement, UW will have no obligation to furnish medical or surgical care to any Paramedic Student.

PARAMEDIC STUDENT STATUS AND RESPONSIBILITIES

22. Paramedic Students will have the status of learners and will not replace UW personnel. Any service rendered by Paramedic Students is incidental to the educational purpose of the Paramedic Training Program.
23. Paramedic Students will be and will remain Fire Department employees, and will in no sense be considered UW employees. UW does not and will not assume any liability under any law relating to Worker's Compensation on account of any Fire Department Paramedic Student's performing, receiving training, or traveling pursuant to this Agreement. Paramedic Students will not be entitled to any monetary or other remuneration for services performed by them at UW, nor will UW otherwise have any monetary obligation to Fire Department or its Paramedic Students by virtue of this Agreement.
24. Paramedic Students are required to adhere to applicable UW standards, policies, and regulations during their Paramedic Training Program at UW.
25. Paramedic Students will wear appropriate attire and nametags, and will conform to the standards and practices established by UW during their Paramedic Training Program.
26. Students must make arrangements for their own transportation to and from all training activities. If students choose to carpool to training locations, they should be aware that the driver's personal auto insurance will be primarily responsible for any damage to property or bodily injury to other party or parties. If an accident occurs, the driver should contact the local police and complete an accident report.

LIABILITY COVERAGE PROVISIONS

27. Each Party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, or agents in the performance of this Agreement. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement, other than Paramedic Students as provided in Paragraph 29 within this liability coverage section.
28. UW will defend, indemnify and hold Fire Department harmless from any loss, claim or damage arising from the negligent acts and omissions of UW's employees, officers, and agents connected with performing obligations under this Agreement. UW maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, UW provides professional liability coverage for its employees, officers, and agents in the performance of this Agreement. Paramedic Students are not agents of UW.
29. Fire Department will defend, indemnify and hold UW harmless from any loss, claim or damage arising from the negligent acts and omissions of Fire Department's employees, officers, Students and agents, including the independent negligence of Paramedic

Students. Fire Department will maintain professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

30. Upon request, both Parties will provide proof of coverage. UW and Fire Department will notify the other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

31. Fire Department certifies that it has trained each Paramedic Student it sends to UW in universal precautions and transmission of blood-borne pathogens and that it will send to UW only Paramedic Students who have been trained in and have practiced using universal precautions. Fire Department has provided the opportunity to receive Hepatitis B (HBV) vaccine pursuant to RCW Ch. 70.24 to all Paramedic Students before enrollment in the Paramedic Training Program. As applicable, UW will provide or facilitate provision of personal protection equipment that is appropriate for the tasks assigned to Paramedic Students during the Paramedic Training Program.

32. If a Paramedic Student sustains a needle-stick injury or other substantial exposure to bodily fluids or other potentially infectious material while participating in the Paramedic Training Program onsite at UW, UW agrees to provide the following services:

- 32.1. Being seen by UW's employee health service and/or relevant UW Medicine health care facility emergency department as soon as possible after the injury for emergency medical care;
- 32.2. Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- 32.3. HIV counseling and appropriate testing.

The Paramedic Student will be responsible for the costs of any such care, testing, and counseling. UW will determine the source patient's HBV, HCV, and HIV status according to its customary policies and procedures.

TERM AND TERMINATION

33. This Agreement is effective September 27, 2017, and will continue thereafter from year to year. This agreement will be reviewed by the Parties no later than three years from its effective date, or earlier at the request of either Party. UW and Fire Department will jointly plan Paramedic Student placement in advance of each program year's beginning.
34. This agreement may be terminated by sixty (60) days' written notice; however, such termination shall not become effective for Paramedic Students then enrolled in the Paramedic Training Program if such termination prevents completion of their Paramedic Training Program.

MISCELLANEOUS PROVISIONS

35. HIPAA. UW has designated its health care components and the entities comprising UW Medicine as one Affiliated Covered Entity under the Health Insurance Portability and

Accountability Act of 1996 ("HIPAA"). Fire Department will direct students to comply with relevant UW Medicine policies and procedures. Solely for the purpose of defining the Paramedic Students' role in relation to the use and disclosure of UW protected health information, Paramedic Students are defined as members of the UW workforce, as that term is defined by 45 CFR 160.103, when engaged in clinical training activities at UW health care facilities pursuant to this Agreement. However, Paramedic Students are not and shall not be considered to be UW employees.

36. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
37. Amendment. This Agreement may be modified only by a subsequent written amendment executed by the Parties.
38. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
- 38.1. This Agreement;
- 38.2. Attachments to this Agreement in reverse chronological order.
39. Governing Law. The Parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.
40. Notices. All notices, demands, requests, or other communications required to be given or sent by Fire Department or UW, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, electronic mail or facsimile, addressed as follows:

To Fire Department:
Cassie Franklin, Mayor
Everett Fire Department
2930 Wetmore, Suite 7A
Everett, WA 98201

To UW:
Dean Brooke, Paramedic Training
325 9th Avenue Box 359727
Seattle WA 98104
206-521-1224
Fax: 206 521-1914
cdbrooke@uw.edu

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or email transmission.

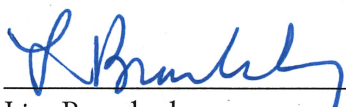
41. Survival. Fire Department and UW expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
42. Severability. If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that

extent only, without affecting in any way the remaining parts or provisions of this Agreement or such other agreement, document, or writing.

43. Waiver. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

UNIVERSITY OF WASHINGTON

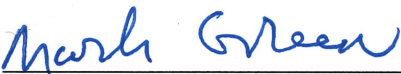
City of Everett
EVERETT FIRE DEPARTMENT



Lisa Brandenburg
Chief Health System Officer, UW Medicine

1/31/18

Date



Mark S. Green
Vice Dean for Administration and Finance
Dean's Office, School of Medicine

1/24/18

Date



William J. Bremner, M.D., Ph.D.
Chair, Department of Medicine
School of Medicine

Date

1/29/18

David Carlbom, M.D.
Program Director
Michael K. Copass, MD Paramedic Training Program

2/5/2018

Date

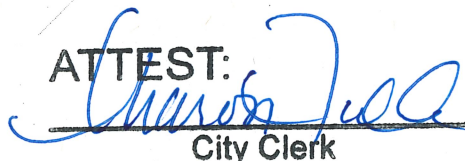


Cassie Franklin, Mayor
City of Everett


03/01/2018

Date

ATTEST:


City Clerk

APPROVED AS TO FORM


JAMES D. ILES, City Attorney

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement between the
University of Washington and
Everett Fire Department for the
Training of Paramedic Students

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL # _____

Originating Department _____

Contact Person _____

Phone Number _____

FOR AGENDA OF _____

Fire

Timothy Key

425-257-8101

February 28, 2018

Initialed by:

Department Head _____

Administration _____

Council President *PR*

Location

Preceding Action

Attachments

Training Agreement

Department(s) Approval

Fire, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This request is a renewal of an existing agreement with the University of Washington/Harborview Medical Center.

This Agreement provides an ongoing program to Fire Department personnel training to become paramedics. The agreement is effective September 27, 2017, and will continue year-to-year with a review within 3 years or earlier at the request of either party.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement with University of Washington for the training of Everett Fire Department Paramedic students.

*Council Approval
on 12/28/2018*